

**FTC 01-25  
CONSTRUCT A MOCK PORT – OF – ENTRY  
AT THE  
FEDERAL LAW ENFORCEMENT TRAINING CENTER  
GLYNCO, GA**

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**DEPARTMENT OF THE TREASURY  
FEDERAL LAW ENFORCEMENT TRAINING CENTER  
PROCUREMENT DIVISION  
BUILDING 93  
GLYNCO, GEORGIA 31524**

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

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## **H.1 Work Hours**

(a) Normal work hours are between 7:00 a.m. through 5:00 p.m., Monday through Friday.

(b) The following Federal holidays are observed:

New Year's Day (January 1)  
Martin Luther King's Birthday (3rd Monday in January)  
President's Day (3rd Monday in February)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (1st Monday in September)  
Columbus Day (2nd Monday in October)  
Veterans Day (November 11)  
Thanksgiving Day (4th Thursday in November)  
Christmas Day (December 25)

*If a Federal holiday falls on a Saturday, the holiday will be observed on the preceding Friday; if the Federal holiday falls on a Sunday, the holiday will be observed on the following Monday.*

(c) Notwithstanding the provisions of FAR clause 52.222-4, Contract Work Hours and Safety Standards Act - Overtime Compensation, work will **NOT** be permitted outside normal work hours, on Saturdays, Sundays, or federal holidays unless approved by the Contracting Officer. A request to work outside normal work hours must be submitted a minimum of two (2) working days in advance of the date on which such work is anticipated. The exclusion of work on Saturdays, Sundays, and holidays has been considered in computing the performance time of this contract.

## **H.2 Federal Law Enforcement Training Center Regulations**

(a) All Contractor personnel associated with this contract shall comply with the Federal Law Enforcement Training Center (FLETC) regulations relating to traffic, parking, ingress and egress safety, security, and other regulations controlling conduct in and around the Federal Law Enforcement Training Center property. These regulations are available for review in the Procurement Office, Building 93, FLETC.

(b) The Contractor shall remove from the Center any individual whose continual employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the interest of National Security.

(c) Do not publicly release information, photographs, or other documents concerning any aspect of the materials or services relating to this bid, contract, or purchase order without prior written approval of the Contracting Officer.

(d) No photography of any nature is allowed while on the FLETC without the written authorization of the Contracting Officer. Submit photography requests to the Contracting Officer at least two (2) working days prior to anticipated photo session.

(e) Insert the substance of paragraph (a) through (d) above in each subcontract and purchase order related to the project.

### H.3 Federal Regulations Compliance

All work shall comply with the referenced Federal requirements which are current as of the Receipt of Offers Date.

### H.4 Security Requirements

A. General Requirements: All personnel employed by the Contractor, including subcontractors, in the performance of this contract, or any representative of the Contractor entering the Federal Law Enforcement Training Center (FLETC) shall abide by all Center security regulations which may be in effect during the contract period. Any such individual(s) shall be subject to those checks which may be deemed necessary to ensure that no violations occur. FLETC Special Investigations and Security (SIS) will accomplish a National Criminal Investigation Check (NCIC) on each person who will be employed on any FLETC property under this contract. If the NCIC or any other check reveals that an individual does not meet FLETC security criteria, that individual will be denied access to any FLETC property. The FLETC Special Investigations and Security Division (SIS) will advise the Contractor when access to the FLETC is to be denied. Examples of offenses which will prevent access to any FLETC property include but are not limited to: any felony convictions within the past 10 years or habitual violations, any crimes against a police officer, and/or any conviction for distribution of illegal drugs. Any cost or time delay which the Contractor experiences in the contract due to an employee not being allowed entry onto any FLETC property shall be the sole responsibility of the Contractor. Denial of access for any individual to any FLETC property because of failure to meet FLETC security criteria shall not be subject to the Contract Disputes clause and cannot be the basis for any claim under the contract.

#### B. Identification Badges.

1. All individuals working on any FLETC property must obtain authorization to enter the FLETC through the issuance of identification badges by the FLETC. NO ONE WILL BE PERMITTED TO BEGIN WORK ON ANY FLETC PROPERTY UNTIL AN IDENTIFICATION BADGE HAS BEEN ISSUED BY THE FLETC. The identification badge must be in the employee's possession at all times while the employee is on any FLETC property.

2. After the contract is awarded, and at least five (5) working days prior to commencement of any work, the Contractor shall complete and turn into SIS, form **FTC-SIS-9**, Approval Form for Badges and Passes, (**Section J, Attachment #23**). Information to be provided on this form for each employee who will work under this contract includes: name, current address, date of birth, and social security number. The Contractor shall complete or cause to be completed Sections A and B of the form. The Contractor Project Manager shall affix his/her signature in Section B of the form. No earlier than two (2) working days after the Contractor turns the request for badge(s) into the SIS, the Contractor shall contact the SIS to determine if the badge(s) are ready to be issued. The Contractor shall anticipate the processing time for the identification badges shall be 72 hours from the time the request is submitted to the Visitor Center until the Contractor's employees will be issued a badge. Once the Contractor is advised that the identification badges are ready to be issued the Contractor, along with the employees obtaining the badges, shall go to the Registration Office. Each employee obtaining a badge must present a picture identification to Registration prior to the FLETC identification badge being issued.

C. Vehicle Pass. The SIS also issues vehicle passes.

1. Form **FTC-SIS-01 (Section J, Attachment #28)** shall be used when requesting a vehicle pass. Only employees with a valid need to travel to and from the jobsite throughout the working day will be authorized to park at the construction jobsite. All other Contractor employees shall be assigned a designated parking area for all privately owned vehicles and it is the Contractor's responsibility to arrange necessary transportation from the designated parking area to the jobsite for its employees. Vehicles operated on Government property shall be maintained in safe operating condition. The FLETC Special Investigations and Security (SIS) Office shall issue a FLETC pass upon presentation of the following documents:

Completed Form FTC-SIS-01  
Valid Driver's License  
Valid Vehicle Registration Certificate  
Proof of Insurance  
FLETC Identification Badge

D. New Hires. Contractor personnel who are hired during the performance of the contract shall obtain identification badges prior to beginning work on any FLETC property and shall follow the procedure outlined in subparagraph B.1 above. Any cost or time delay in the contract which the Contractor experiences because an employee does not have an identification badge and is not allowed to enter any FLETC property, shall be the Contractor's own responsibility.

E. Lost Badge/Pass. A \$10.00 replacement charge will be assessed against the Contractor for each identification badge or pass which must be replaced for other than excessive wear, name changes, or any reason which the employee/Contractor has no control. Lost or stolen badges shall be considered to be within the control of the employee. Any replacement charge will be assessed and paid by the Contractor prior to the replacement badge being issued. Payment shall be made via cash or company check made payable to the U.S. Treasury.

F. Contract Completion. The Contractor shall be responsible for the return of each identification badge and/or pass issued under this contract at the completion of the contract. No later than seven (7) working days after the final acceptance of the work under this contract or submission of the final invoice, whichever occurs first, all badges and passes, and decals shall be turned into the SIS. The Contractor shall return the identification badge and vehicle pass, if issued, to the SIS if an employee is terminated from this contract, voluntarily or otherwise, prior to contract completion, within three (3) working days of the termination. Final payment will not be authorized until the SIS has received all badges and passes which have been issued under this contract, including subcontractors. If the Contractor is unable to return all badges and passes, which were issued, a charge of \$10.00 for each badge and pass will be assessed against the final payment.

## **H.5 Job Site Security**

Whenever facility security is breached by work performed under this contract, the Contractor will be responsible for providing temporary measures in order to assure security is maintained. For example, if the Contractor is renovating an entryway into a building, the Contractor must ensure that the building is secure from intruders at that point of entry. The Contractor shall not leave the site unattended at anytime without making the job site and/or facility secure. The Contractor shall notify the Contracting Officer's Technical Representative (COTR)

prior to beginning work whenever a physical security breach will occur. If the contract requires the Contractor to provide a security guard at the site, the Contractor shall provide evidence that the guard is bonded.

#### **H.6 Contractor Construction Sign**

Within 15 calendar days after "Notice to Proceed", the Contractor shall provide one construction identification sign at the location designated by the Contracting Officer or the Contracting Officer's Technical Representative (COTR). The sign shall identify the Project Title, Location, Construction Contractor, and the Scheduled Completion Date and shall be constructed and lettered in accordance with the samples entitled "Typical Construction Sign" and "Sample Lettering for Construction Sign", (See Section J, Attachment #8 ).

#### **H.7 Hiring of Government Personnel**

The Contractor shall not employ any person who is an employee of the United States Government without the consent of the Contracting Officer. The Contracting Officer will determine if the employment of that person would create a conflict of interest.

#### **H.8 Permits**

In accordance with FAR 52.236-7, Permits and Responsibilities, the Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the performance of the work and for compliance with all applicable Federal, State, County and Local laws, regulations, and codes. Evidence of such shall be provided to the Contracting Officer before work commences. This contract may require the contractor to secure a county permit under the Georgia Erosion & Sedimentation Act of 1975.

#### **H.9 Contractor Ingress/Egress**

(a) The Contractor is required to use the gate as instructed by the Contracting Officer's Technical Representative for employees and material deliveries.

(b) Contractor vehicles entering the Center will be required to show proof of insurance as specified in clauses H.4, Security Requirements, and H.10, Insurance.

#### **H.10 DTAR 1052.228-70 Insurance (Jul 98) [1028.310-70 and 1028.311-1]**

(a) In accordance with the clause entitled "Insurance - Work on a Government Installation" in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the entire period of performance of this contract:

<u>TYPE</u>	<u>AMOUNT</u>
Workmen's Compensation	As required by Law
Employer's Liability	\$100,000
General Liability	\$500,000 per occurrence for bodily injury
Automobile Liability	\$200,000 per person and \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage

(b) The certificate of insurance shall include the **contract number and project title** for which the insurance is being provided. **Also included on the certificate shall be a statement to the effect that the issuing company [company issuing the insurance] will mail thirty (30) days written notice to the certificate holder [Federal Law Enforcement Training Center] if the policy(ies) is canceled before the expiration date.**

#### **H.11 Save Harmless and Indemnity Agreement**

The Contractor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in anyway incidental to or arising out of the occupancy, use, service, operation or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or fault of the Contractor, any Subcontractor, any employee, agent, or representative of the Contractor or any Subcontractor.

#### **H.12 Subcontracting Requirements**

(a) In accordance with FAR clause 52.222-11, Subcontracts (Labor Standards), the Contractor or Subcontractor shall ensure that all terms and conditions of this contract are incorporated into any and all subcontracts issued in the performance of this contract. The clauses to be incorporated into any subcontract include the following:

- Davis-Bacon Act
- Apprentices and Trainees
- Payrolls and Basic Records
- Compliance with Copeland Act Requirements
- Withholding of Funds
- Subcontracts (Labor Standards)
- Contract Termination - Debarment
- Disputes Concerning Labor Standards
- Compliance with Davis-Bacon and Related Act Regulations
- Certification of Eligibility

(b) Qualifications of the Subcontractor(s), the scheduled period of execution for the respective trade(s), and the delivery of the requested materials for each trade shall be submitted by the Contractor to the Contracting Officer at least two (2) weeks prior to the commencement of work under that trade.

(c) The Contractor shall ensure that Subcontractor(s) attend progress meetings held during the performance of the Subcontractor's trade. The Contractor is responsible for all coordination and scheduling with the Subcontractor(s) regarding work under this contract. The Contractor is responsible for the work of the Subcontractor and if work of the Subcontractor is not acceptable to the Government under the terms of the contract, the Contractor shall be responsible for making the work acceptable, including any additional costs or time involved.

#### **H.13 Preconstruction Conference**

(a) A preconstruction conference will be arranged by the Procurement Division after award of contract and before the Notice to Proceed is issued. The Contracting Officer/Specialist will notify the Contractor of the time and date set for the meeting. At this conference the



Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative (security, fire and environment protection), safety, labor, and construction responsibilities. The Contractor will have the opportunity at the conference to ask questions concerning any contractual requirements.

(b) Prior to this conference the Contractor shall submit a Certificate of Insurance in completed form, and letters appointing a Superintendent and a Chief, Contractor Quality Control Representative to the Contracting Officer. Three copies each of the following plans shall be submitted to the Contracting Officer in draft format at least seven (7) working days prior to the Preconstruction Conference:

01525) Contract Safety and Health Plan (See H.15 and Contract Specification Section  
Quality Control Plan (See H.18 and Contract Specification Section 01450)  
Environmental Protection Plan (See H. 19)

The Contractor shall bring to the conference the following items:

Network Analysis System, (See Contract Specification Section 01310)  
Transmittal Sheet  
List of Subcontractors  
Construction Schedule  
List of Machinery and Equipment

(c) The Contractor's Superintendent; Chief, Contractor Quality Control Representative; Safety Representative, if required; and all major Subcontractors must attend the Preconstruction Conference.

(d) Five (5) final copies of the Safety/Accident Prevention Plan, Quality Control Plan, and, the Environmental Protection Plan, shall be submitted to the Contracting Officer within five (5) working days after the Preconstruction Conference.

(e) A Letter of Record will be written documenting all items discussed at the conference, and a copy will be furnished by the Procurement Office to all in attendance.

#### **H.14 Noncompliance Notice (Level 1)**

If a Contractor is found to be in violation of safety regulations (Title 29 Code of Federal Regulation, part 1926 and 1910, and Department of Treasury Directive No. 70-09 Departmental Safety and Occupational Health Program) or in noncompliance with various terms or specifications of the contract, a notice will be issued by the Construction Representatives or other Government personnel assigned to the contract. Receipt of this notification shall be indicated by the signature of the Contractor's Superintendent on the form. If the Contractor has a Safety Representative, that signature shall also be obtained on the notice. Potential violation or areas of noncompliance will be addressed during a preconstruction conference. A sample copy of the Contractor Construction Safety Violation, Form FTC-FAC-66 (5/90) is shown as Attachment # 9 in Section J. A sample copy of the Contract Construction Compliance Notice, Form FTC-FAC-65 (5/90) is shown in Section J, Attachment #10.

## **H.15 Contract Safety and Health**

### **(a) GENERAL REQUIREMENTS.**

1. Requirements for construction safety are provided in the following and are applicable to all work associated with this contract:

- 29 Code of Federal Regulations (CFR) Part 1910, Occupational, Safety and Health Administration (OSHA) General Industry Safety and Health Standard, Publication V2206
- 29 CFR Part 1926, OSHA Construction Industry Standards
- 40 CFR Part 61, National Emission Standards for Hazardous Air Pollutants
- FLETC Safety and Occupational Health, FLETC Directive 70-09
- Current edition of the Corps of Engineers (COE) Safety & Health Requirements Manual, EM 385-1-1.
- Federal Standard 313, Use of Asbestos Containing Material, ETL 1110-1-118 Policy and Guidelines for Asbestos Management, DA circular 40-834
- ACOE Savannah District Pamphlet (DP) No. 385-1-1
- Various health and safety clauses and provisions of the Federal Acquisition Regulation cited in the solicitation and contract

2. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of this contract and shall hold the Government harmless for any action or inaction on the Contractor's part or that of his employees or subcontractors which results in illness, injury, or death.

a. The Contractor shall use the above referenced publications in all aspects of the contract performance to minimize disruption of operations due to mishaps.

b. Periodic project safety oversight by the FLETC Environmental and Safety Division may be performed as necessary to ensure compliance with contract requirements but safety inspections of contractor worksites are the responsibility of the Contractor. If any violations of safety regulations are noted by the Government, a Contractor Construction Safety Violation, Form FTC-FAC-66, will be issued.

c. It is FLETC policy that any person noticing an unsafe act that could cause imminent danger to the life or health of an individual or cause significant damage to Government property has the right to direct the Contractor to stop work on that portion of the project. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this paragraph.

d. Any safety or health concern which is brought to the attention of the Contractor shall be resolved within 24 hours of written notification.

e. The Contracting Officer may, if the Contractor fails to correct unsafe practices in a timely manner or continues to allow recurrent safety violations of the same nature, order work to be stopped on the project until corrections are made. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this paragraph.

3. Preconstruction Safety Meeting. The Contractor shall meet with the Contracting Officer, her representative(s), and representatives from the FLETC Environmental and Safety Office prior to the start of this contract. The Contractor shall ensure that his general superintendent, project manager, safety representative, and the same from the major subcontractors attend this meeting. The purpose of the meeting is to review the Contractor's safety and health programs and to discuss implementation of all safety and health provisions pertinent to the work to be performed under this contract. The Contractor shall be prepared to discuss, in detail, the measures he intends to take in order to control any unsafe or unhealthy condition associated with the work. The level of detail for safety shall be dependent upon the nature of the work under contract and the potential inherent hazards. The meeting may be held in conjunction with the preconstruction conference, if so directed by the Contracting Officer.

4. Definition of Hazardous Materials. Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910 and to others as additionally defined in Federal Standard 313. Commonly encountered hazardous materials include, but are not limited to, asbestos, lead paint, polychlorinated biphenyls (PCBs), explosives, and radioactive material. Asbestos may be found in sprayed-on fireproofing, insulation, boiler lagging, pipe covering, and other areas.

5. Material Safety Data Sheets (MSDS). Submission of the MSDS shall be in accordance with OSHA 1929.59, HAZCOM Standard. MSDS shall be submitted to the Contracting Officer for all hazardous material brought onto or used on the FLETC. The Contractor shall submit the MSDS in accordance with FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, Alternate I, at least two (2) working days prior to the intended use of the hazard material.

(b) PROCESS.

1. Accident Prevention Plan. The Contractor shall submit to the Contracting Officer Accident Prevention Plan for approval. A guide for the plan can be found in EM 385-1-1, Appendix A. The Contractor's plan will be job specific and will include work to be performed by subcontractors, and measures to be taken by the contractor to control hazards

associated with materials, services, or equipment provided by suppliers. Consideration will also be made to cover the prevention of workplace violence and alcohol/drug abuse on the job. The plan, **specific to this contract**, should address, as a minimum, the following:

- The Cover Sheet of the Plan shall include
  - Contract Number, Project Title, and Description
  - Statement that all work under this contract will be in compliance with Occupational Safety and Health Administration Title 29 Code of Federal Regulations, Parts 1910 and 1926, FLETC Safety Manual, and any other regulation applicable to this contract.
  - Statement that the Contractor Superintendent, Project Manager, and Contractor Safety Representative (if required) will ensure compliance with this plan.
  - Name, Title, and Signature of the official within the Contractor's organization who has reviewed and approved the Safety Plan. If the Contract requires a Safety Representative, his/her signature is required.
  - Name, Title, and Signature of the official within the Contractor's organization who has the authority to bind the Contractor.
  - Signature block for the approval/disapproval of the Contracting Officer.
- Identification and accountability of personnel responsible for accident prevention.
- Local requirements.
- Coordination of work with subcontractors.
- Plans for layout of temporary construction buildings and facilities.
- Plans for initial indoctrination, continued safety education, and training.
- Plans for traffic control and marking of hazards.
- Plans for maintaining continued job cleanup, safe access and egress.
- Plans for fire protection, fire inspections and dealing with emergencies. Contractor should coordinate with FLETC Security, local hospitals, emergency services, etc. in advance.
- Plans for safety inspections of job sites. A responsible person shall be designated by name.
- Procedures for accident investigation and reporting.
- Details of fall protection.
- Description and sketch of temporary power distribution
- Description of safe clearance procedures.
- Description of office trailer anchoring system.
- Contingency plan for severe weather.
- Personal protective equipment plan.

- Plan outlining sanitation facilities, including drinking water, eating areas, toilet facilities, etc.
- Activity Hazard Analysis section. (This section will be discussed further in Sub Paragraph 3 below).
- Hazardous Materials Management
- Lockout/Tagout
- Heat Stress Controls

3. Accident Prevention Plan Training. The Contractor shall be responsible for obtaining all Federal, State, and Local training which may be required for the various operations under this contract. Each of the contractor's employees shall receive an initial safety indoctrination based on the safety program required by the contract. The contractor shall maintain a written record of employees who have received this indoctrination and shall be made available to the Contracting Officer upon request. Topics to be covered are given in EM 385-1-1, para. 01.B.02. The contractor shall conduct safety meetings for all supervisors at least once a month to review past activities, plan ahead, and establish safe working procedures for anticipated hazards. Minutes of these meetings shall be submitted to the Contracting Officer within three working days of the meeting. At least one safety meeting shall be conducted weekly by a field supervisors or foreman for all workers. This is commonly known as the "Weekly Tool Box Safety Meeting." Minutes of the meeting will include date, time, attendance, subject discussed, and who conducted the meeting and shall be provided to the Contracting Officer within three working days of the meeting.

3. Construction/Operation Activity Hazard Analysis. An Activity Hazard Analysis (AHA) will be developed by the contractor for each construction activity and operation occurring in each major phase of work. ACOE Savannah District Pamphlet (DP) No. 385-1-1 provides guidance in preparing the AHA in accordance with EM 385-1-1. The AHA will be submitted to the Contracting Officer's Technical Representative and shall be developed specifically for the job activity on this contract addressing those hazards expected in the activity. The AHA will address the following major points:

- Activity being performed.
- Sequence of work.
- Hazards to be controlled and the procedure implemented to control them (i.e., noise, lead, heat stress, asbestos, equipment hazards etc..).

Note: the contractor and QA personnel will discuss The AHA at the preparatory phase and work will not proceed on that phase until the Government has accepted the AHA. A copy of each AHA should be kept with the minutes of the preparatory phase or QA report.

4. Contractor Mishap Investigations and Reporting. The contractor shall provide to the Contracting Officer a Contractor Significant Incident Report (CSIR). This report shall be submitted for incidents involving the contractor and/or any tier subcontractor

- Recordable Mishaps. Any contractor occupational injury or illness that results in a lost workday case, or non-fatal case shall be investigated and a copy of the investigation submitted by the prime contractor to the Contracting Officer.
- Mishap Reports. Contractors shall be required to report serious mishaps (contractor mishap involving a fatality or the hospitalization of three or more workers; or property damage in excess of \$10,000) to the Contracting Officer within eight (8) hours of the mishap. In addition, the contractor shall report all lost workday mishaps (those mishaps that result in a lost workday) to the Contracting Officer within 24 hours. The contractor shall make available all information to the Contracting Officer or the designated representative upon request.
- Any mishap on the FLETC that results in personal injury or damage to property may be investigated by FLETC personnel in addition to the contractor's review. If there is evidence of criminal activity, a criminal investigation may also be initiated by the FLETC.

(b) PRACTICES.

1. Inspections, Tests, and Reports. Any inspections, tests, and/or reports made by the Contractor, subcontractor, specially trained technicians, equipment manufacturer, or others regarding safety under this contract and the compliance thereof, shall be at the Contractor's expense.

2. Materials and Equipment. Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of this contract shall comply with the applicable regulations. Minimum dress requirements are long pants, shirts with a least a five (5) inch sleeve, socks, and shoes. No radios of any kind will be allowed on the job site unless approved by the Contracting Officer.

3. Hazardous Materials. The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during execution of this contract. A determination will be made by the Contracting Officer as to whether or not the Contractor shall perform tests in addition to the tests already required by the contract on the suspected hazardous material. If the Government requires the additional testing by the Contractor, the Government shall modify the contract to reflect the actual costs of the additional testing. If the Government determines, without additional testing, that the material is nonhazardous and the Contractor obtains testing on its own, the Government will not be responsible for any costs incurred by the Contractor for the testing unless the testing indicates the material is hazardous. An equitable adjustment under FAR clause 52.236-2, Differing Site Conditions, may be appropriate.

## H.16 Not Used

## H.17 Project Management and Superintendence by the Contractor [Level 2]

The purpose of this special contractual requirement is to amplify upon and supplement FAR Clause 52.236-6, Superintendence by the Contractor (Apr 84), found in Section I of this contract. The Contractor shall employ, on-site at the project location, a full time Project Manager who shall be subject to approval by the Contracting Officer prior to Notice to Proceed being given. **The Project Manager may also serve as the project Superintendent and shall devote his time exclusively to the management and supervision of the work in progress under this contract only.** The individual must have a minimum of seven (7) years prior experience (all of which must have been accrued within the preceding eight (8) calendar years) as Project Manager on projects of similar magnitude and complexity. A detailed resume, depicting employment history, references, formal and continuing education, and such other information as the Contracting Officer may deem necessary, shall be provided to the Contracting Officer no later than seven (7) calendar days prior to the Pre-Construction Conference. The Project Manager must be delegated authority in writing by the Contractor to sign contract modifications, negotiate and reach agreement for the Contractor on matters such as change orders, time extensions, claims, and other issues arising under the Contract which may lead to a contract modification. An original signature copy of this delegation of authority shall be provided to the Contracting Officer with the Project Manager's resume. If at any time during the Contract performance period, the Project Manager's job performance falls below a reasonable standard of professionalism and managerial competence, he/she shall be promptly replaced by the Contractor upon request from the Contracting Officer. Such a replacement would not be the basis for a claim under the Contract nor would it be subject to the Disputes Clause.

## H.18 Contractor Quality Control

(a) The Contractor shall establish and maintain an effective quality control system in compliance with Section C, Specifications; Federal Acquisition Regulation clause 52.246-12, Inspection of Construction; and as herein provided. The contractor quality control system consists of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with contract requirements. The system shall cover construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence. This system will be clearly set forth in the Contractor Quality Control Plan.

(b) Definitions:

1. Contractor Quality Control (CQC): The Contractor's management and control of its own, its suppliers', and its subcontractors' activities to comply with contract requirements.
2. Quality Assurance (QA): The means by which the Government fulfills its responsibility in assuring that the CQC is functioning and through reviews, surveillance and tests assures the completed project complies with the contract.

3. Quality Management: All control and assurance activities to achieve the quality established by the contract.

(c) Refer to Section C, Specifications, for additional information concerning CQC.

## **H.19 Environmental Protection (Level 2)**

(a) Provide and maintain, during the life of the contract, environmental protection as defined in Section C, Specifications. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal, State, and Local regulations pertaining to the environment, including, but not limited to water, air, and noise pollution.

(b) Environmental Protection Plan: At least seven (7) working days prior to the Preconstruction Conference, the Contractor shall submit to the Contracting Officer for review a draft environmental plan. The plan shall cover the measures to be taken by the Contractor to protect the natural resources which may be affected by work under this contract. The plan may be discussed during the Preconstruction Conference. The final environmental protection plan shall be submitted to the Contracting Officer within five (5) working days after the Preconstruction Conference is held.

(c) See Section C, Section 01410, Specifications, for additional information concerning environmental protection.

## **H.20 Time Extension for Unusually Severe Weather – Glynco, Georgia**

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with FAR clause 52.249-10, Default (Fixed Price Construction). The following table reflects the climatological data based on National Oceanic and Atmospheric Administration or similar data for the project area.

### **MONTHLY ANTICIPATED ADVERSE WEATHER DELAY DAYS TABLE WORK DAYS BASED ON 5-DAY WORK WEEK**

<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>
<b>7</b>	<b>6</b>	<b>7</b>	<b>6</b>	<b>7</b>	<b>6</b>	<b>7</b>	<b>6</b>	<b>6</b>	<b>4</b>	<b>4</b>	<b>6</b>

(b) The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) adverse weather delay time evaluations. Days shown in the table take into account all weather conditions. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract on a monthly basis, actual adverse weather days will be



recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather in paragraph (a) above. For purposes of paragraph (b), the term “actual adverse weather days” shall include days impacted by actual adverse weather days.

(c) The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in paragraph (a) above have been incurred, the Contracting Officer will examine any subsequently occurring adverse weather days to determine whether a Contractor is entitled to a time extension. Adverse weather days occurring subsequently must prevent work for 50 percent or more of the Contractor’s work day and delay work critical to the timely completion of the project. In order to claim adverse weather delays, the Contractor shall maintain and submit a monthly record of all actual adverse weather days. The Contracting Officer will convert any delays meeting the above requirements to calendar days and issue a modification in accordance with the clause referred to in paragraph (a) above.

(d) The Contractor’s schedule must consider adverse weather delays on all weather dependent activities.

## **H.21 Equitable Adjustments; Waiver and Release of Claims**

(a) Whenever the Contractor submits a claim for equitable adjustment under any clause of this contract which provides the equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the clause entitles the Contractor, including, but not limited to, adjustments arising out of delays of disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (i) any adjustments to which it otherwise might be entitled under the clause where such claim fails to request such adjustments, and (ii) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) The Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment. The Contractor further agrees that such release shall discharge the Government, its officers, agents and employees, from any further claims, including, but not limited to, further claims arising out of delays or disruptions or both caused by the aforesaid change.

## **H.22 Percentage of Work Performed by the Contractor**

Prior to commencement of the work at the site, the Contractor shall furnish to the Contracting Officer a description of work to be performed with the Contractor's own organization and the percentage of total amount of work to be performed under the contract which this represents. Consider the value of materials as part of work performed by the Contractor only if the materials are to be installed on the site by his own organization.

## **H.23 Area of Contract Operations**

(a) The Contractor shall take all precautions to ensure that no damage will result from his operations to private or public property. All damages caused by the Contractor shall be repaired or replaced by the Contractor at no cost to the Government. The Contractor shall submit a list of

all of his construction machinery, equipment, and materials to be used on the site. This list shall be submitted to the Contracting Officer at the Preconstruction Conference and shall include, as applicable, the following: accommodation scaffolding, backhoe, grader, etc. The list shall provide the quantities, types of equipment, and the scheduled period of use on the site.

(b) Storage. Store all supplies and equipment on project site so as to preclude mechanical and climatic damage. Materials and equipment shall be protected in accordance with the manufacturer's recommendations. Maintain site in a neat and orderly manner daily.

(c) Cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss. Store equipment that is removed in performance of work where directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned, and replaced equal to its condition prior to starting work. Security for equipment or material that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

(d) Noise Control. Comply with all applicable State and Local laws, ordinances, and regulations relative to noise control.

(e) Trucking. Load all trucks leaving the site with loose debris in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulins over the load before entering surrounding streets. In the event of spillage, the Contractor shall be responsible for cleanup to restore the site to the original condition and appearance.

(f) Toilet Facilities. The Contractor is responsible for providing adequate toilet facilities for all Contractor personnel.

## **H.24 Utility Service**

(a) Project Related: When available, water and electrical services may be used in this work at no cost to the Contractor. Contractor shall make arrangements for such services with the Contracting Officer or his designated representative.

(b) Contractor's Office: Pursuant to FAR clause 52.236-14, Availability and Use of Utility Services, reasonable amounts of the following will be made available to the Contractor without charge:

- a. Electricity
- b. Potable Water

The point at which the Government will deliver such utilities or services and the quantity available is as indicated. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to the work. The Contractor shall make connections including providing backflow preventing devices on connections to domestic water lines, providing meters, and providing transformers. The Contractor shall make disconnections.

## **H.25 Government Furnished Property (GFP)**

Government furnished equipment if provided, will be issued through the Facilities Management Division. Contractor will coordinate with the COTR to schedule pick-up. Pick-up, delivery, and installation will be the responsibility of the Contractor.

## **H.26 Recording And Preserving Historical And Archeological Finds**

All items having any apparent historical or archeological interest which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and immediately report the find to the Contracting Officer and the COTR so that proper authorities may be notified.

## **H.27 Warranty Listing**

The Contractor shall provide a complete warranty listing of all items (materials and/or equipment) provided under this contract. For each warranty item, provide the following information:

- a. Name of the piece of equipment or material provided
- b. Make and model number
- c. Serial number (if applicable)
- d. Manufacturer's name , address and phone number
- e. Warranty period (i.e. 1, 2, 3, years, etc.)
- f. Name and phone number of the local representative responsible for warranty repairs

This list is to be provided prior to or at the final inspection. Final payment will not be made until this warranty list has been received.

## **H.28 Record of Drawings**

(a) During the progress of the job, the Contractor shall keep a careful record at the jobsite of all changes and corrections from the layouts shown on the drawings, if applicable.

1. The Contractor shall enter such changes and corrections in RED pencil on contract or record drawings promptly and submit drawings to the Contracting Officer in accordance with the schedule provided.

2. The record of drawings shall indicate, in addition to all changes and corrections, the actual location of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the record of drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valve, splice boxed, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

3. At the time of beneficial occupancy of each structure or facility involved under the contract, the Contractor shall submit to the Contracting Officer as-built prints showing the aforementioned data.

4. If the Contractor fails to maintain the record drawings as required herein, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in

question thereby requiring the retainage of 10% of any payments to be made until such drawings are made current. Additionally, the estimated cost of maintaining the record of drawings will be deducted from any such payments.

(b) Prior to Final Acceptance, obtain from the Contracting Officer's Technical Representative a reproducible mylar copy of the drawings. Using technical drafting pen, duplicate information contained on the Record Drawings

maintained on site. Label each sheet "Record Drawing." On each sheet, the Contractor shall execute the following statement:

*"Having reviewed this document with any and all attachments, I affirm that, to the best of my knowledge, the information presented here is true and accurate.*

*Signed:\_\_\_\_\_ Date:*

*Title:\_\_\_\_\_ "*

(c) Record pipe and wiring network alterations. Record work which is installed differently than shown on the construction drawings. Record accurate reference dimensions, measured from at least two permanent reference points.

## **H.29 Post Award Evaluation of Contractor Performance**

(a) Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract. See **Section J, attachment #30**.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

(b) Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following

address: <http://ocm.od.nih.gov/cdmp.htm>. To contact the NIH Contractor Performance System (CPS) staff, please send a message to the following email address: CPSACCESS@od.nih.gov.

**END OF SECTION H**